UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re: AUTOMOTIVE PARTS ANTITRUST LITIGATION	Master File No. 12-md-02311 Hon. Marianne O. Battani
IN RE: WIRE HARNESS	2:12-cv-00103-MOB-MKM
THIS DOCUMENT RELATES TO: END-PAYOR ACTIONS	

FINAL JUDGMENT APPROVING SETTLEMENT AGREEMENT BETWEEN END-PAYOR PLAINTIFFS, LEAR, AND KL SALES AND ENTERING DISMISSAL WITH PREJUDICE AS TO LEAR AND KL SALES

This matter has come before the Court to determine whether there is any cause why this Court should not approve the settlement between End-Payor Plaintiffs ("Plaintiffs") and Defendants Lear Corporation ("Lear") and Kyungshin-Lear Sales and Engineering, LLC ("KL Sales") set forth in the Settlement Agreement ("Agreement"), dated May 5, 2014, relating to the above-captioned action (the "Action"). The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed in the premises, has determined (1) that the settlement should be approved, and (2) that there is no just reason for delay of the entry of this final judgment approving the Agreement. Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication of this case on the merits as to the parties to the Agreement. Good cause appearing therefor, it is:

ORDERED, ADJUDGED, AND DECREED THAT:

1. The definitions of terms set forth in the Agreement are incorporated hereby as though fully set forth in this Judgment.

2. Pursuant to Federal Rule of Civil Procedure ("Rule") 23(g), Class Counsel, previously appointed by the Court (Cotchett, Pitre, & McCarthy LLP, Robins Kaplan LLP, and Susman Godfrey L.L.P.), are appointed as Counsel for the Class. These firms have, and will, fairly and competently represent the interests of the Class.

3. The Court has jurisdiction over the subject matter of this litigation and over the parties to the Agreement, including all members of the Wire Harness Settlement Class, Lear, and KL Sales. The Court also has jurisdiction over the Escrow Account identified in paragraph 16 below and the equitable, non-monetary relief identified in paragraph 5 below.

4. Plaintiffs, having filed complaints in the Action alleging that Lear and KL Sales conspired to rig bids, allocate markets, and fix prices for Wire Harness Systems, and Lear and KL Sales, each having denied Plaintiffs' allegations and represented they would assert defenses thereto, have entered into the Agreement to settle the litigation with respect to Wire Harness Systems to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by the Agreement, and to put to rest with finality all claims that have been or could have been asserted against either of them with respect to the Wire Harness Systems based on the allegations in the Action.

5. Lear and KL Sales have agreed to cooperate with Plaintiffs, as fully set forth in the Agreement, in connection with the continued prosecution of the Action.

6. The settlement was attained following an extensive investigation of the facts. It resulted from vigorous arm's-length negotiations that were undertaken in good faith by counsel with significant experience litigating antitrust class actions.

7. The Agreement was entered into by the parties in good faith.

8. The Court hereby finally approves and confirms the settlement set forth in the Agreement and finds that said settlement is, in all respects, fair, reasonable, and adequate to the Class pursuant to Rule 23.

9. The Court hereby dismisses on the merits and with prejudice the individual and class claims asserted against each Lear and KL Sales, with Plaintiffs, Lear, and KL Sales to bear their own costs and attorneys' fees except as provided herein.

10. All persons and entities who are Releasing Parties are hereby barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, against the Released Parties, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the future may have, arising out of or related to any of the Released Claims as defined in the Agreement.

11. The Released Parties are hereby and forever released and discharged with respect to any and all claims or causes of action that the Releasing Parties had or have arising out of or related to any of the Released Claims as defined in the Agreement.

12. The notice given to the Class of the settlement set forth in the Agreement and the other matters set forth herein was the best notice practicable under the circumstances, including individual notice to all members of the Class who could be identified through reasonable efforts. Said notice provided due and adequate notice of those proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to

such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

13. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing and exclusive jurisdiction over: (a) implementation of this settlement and any distribution to class members pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c) hearing and determining applications by the Class Representatives for representative plaintiff incentive awards, attorneys' fees, costs, expenses, including expert fees and costs, and interest; (d) Lear and KL Sales until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties all have been performed pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f) all parties and Releasing Parties for the purpose of enforcing and administering the Agreement and Exhibits thereto, including but not limited to the Escrow Account identified in paragraph 16 below and the equitable, non-monetary relief identified in paragraph 5 above, as well as the releases and other documents contemplated by, or executed in connection with, the Agreement.

14. The persons and entities identified on Exhibit "A" hereto have timely and validly requested exclusion from the Settlement Class and, therefore, are excluded. Such persons and entities are not included in or bound by this Judgment. Such persons and entities are not entitled to any recovery from the settlement proceeds obtained through this settlement. Nothing in this Judgment shall be construed as a determination by this Court that such persons and entities are members of any of the classes or proposed classes in the *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311.

15. In the event that the settlement does not become effective in accordance with the terms of the Agreement, then the judgment shall be rendered null and void and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void and the parties shall be returned to their respective positions ex ante.

16. The Escrow Account, into which Lear has deposited assets with a total value of at least $3,040,000 and into which KL has deposited assets with a total value of at least $228,000 as of the Execution Date of the Agreement as the Settlement Amounts, plus accrued interest thereon, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

17. Neither the Agreement, nor any act performed or document executed pursuant to the Agreement, may be deemed or used as an admission of wrongdoing in any civil, criminal, administrative, or other proceeding in any jurisdiction.

18. The Court finds, pursuant to Rules 54(a) and (b) that this Judgment should be entered and further finds that there is no just reason for delay in the entry of this Judgment, as a final judgment, as to the parties to the Agreement.

19. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

Date: August 30, 2016

s/Marianne O. Battani
MARIANNE O. BATTANI
United States District Judge

Exhibit A

- Cecil R. Proctor
- Robert Clarke
- Mary Glenn
- GEICO Corporation, Government Employees Insurance Company, GEICO General Insurance Company, GEICO Indemnity Company, GEICO Casualty Company, GEICO Advantage Insurance Company, GEICO Choice Insurance Company, GEICO Secure Insurance Company, GEICO County Mutual Insurance Company, and GEICO Insurance Agency, Inc.